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UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON		
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STE	PHEN FAAS,	No.
v.	Plaintiff,	COMPLAINT FOR DAMAGES AND DECLARATORY RELIEF
AET	'NA LIFE INSURANCE COMPANY,	DECLARATORY RELIEF
	Defendants.	
	Plaintiff, Stephen Faas, complains and	alleges against Defendant, Aetna Life
Insura	ance Company, as follows:	
	I. <u>JURISDICT</u>	TION AND VENUE
	1.1 This action involves a request f	or damages and declaratory relief arising from
an em	nployment-related plan providing disabili	ty insurance benefits ("the plan"). Defendant
Aetna	a Life Insurance Company provides bene-	fits under, and administers, the plan. This
action	n is brought pursuant to 29 U.S.C. § 1132).
	IPLAINT FOR DAMAGES AND LARATORY RELIEF	SCOTT, KINNEY, FJELSTAD & MACK, PLLC 600 UNIVERSITY, SUITE 1928 SEATTLE, WA 98101-4178
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- 1.2 The benefit plan at issue herein was issued in King County, Washington, and Plaintiff, at all times pertinent herein, was a Washington resident.
 - 1.3 Defendant Aetna is a foreign insurer that transacts business in Washington.
- 1.4 This Court has subject matter and personal jurisdiction over this matter, and venue is appropriate.

II. <u>FACTS</u>

- 2.1 In 2011, Plaintiff was working as a heavy equipment mechanic for General Dynamics Corporation. At that time, he had been working for General Dynamics for about 5 years. In the spring and summer of that year, Plaintiff spent much of his time on-the-road and putting in long hours for work. He began suffering from a number of medical conditions that made it difficult to perform his duties. On August 2, 2011, Plaintiff was medically taken off work.
- 2.2 As of August 2, 2011, pursuant to his employment with General Dynamics, Plaintiff had coverage for long-term disability insurance coverage under the plan. This coverage provided that if Plaintiff became unable to perform the regular duties of his own occupation, Defendant Aetna would provide him with total disability benefits.
- 2.2 After he ceased working on August 2, 2011, Plaintiff applied for short-term disability benefits through his employer. His application was eventually granted. After receipt of 6 months of short-term benefits, Plaintiff became eligible for long-term disability benefits through the plan. Effective January 31, 2012, Aetna began paying such benefits, finding Plaintiff to be disabled under the plan's definition.

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- 2.3 By letter dated April 1, 2014, Aetna terminated Plaintiff's benefits, effective that date. Plaintiff timely appealed that termination. Aetna confirmed its termination of Plaintiff's benefits by letter dated December 8, 2014.
- 2.4 Plaintiff has not returned to work in any capacity since last working inAugust 2011.

III. BREACH OF FIDUCIARY DUTY/ERISA VIOLATION

- 3.1 Defendant's denial of Plaintiff's disability benefits constitutes a wrongful and unreasonable denial of benefits, and, accordingly, a breach of the fiduciary duty Defendant owed Plaintiff. Such denial constitutes an ERISA violation of Defendant's obligations under 29 U.S.C. § 1132.
- 3.2 Plaintiff is entitled to a declaration that Defendant has wrongfully denied him disability benefits. He is further entitled to an award of damages for all past-due benefits which have accrued during his disability, and to a declaration that Defendant must provide him with future benefits so long as his disability continues.

IV. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendant and that he be awarded the following:

4.1 A declaration that Defendant has wrongfully denied Plaintiff's disability benefits, and that Defendant must provide benefits under the plan to Plaintiff so long as his disability continues;

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1	4.2 Damages for all accrued past-due benefits;			
2	4.3 Prejudgment interest;			
3	4.4 Reasonable attorney's fees and costs; and			
4	4.5 Any additional appropriate relief.			
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7	DATED this 20th day of March 2015.			
8				
9		7, FJELSTAD & MACK, PLLC		
10		, I JEESTAD & WINCK, I EEC		
11	s/Daniel R. Fjelstad Daniel R. Fjelstad WSDA # 18025			
12	Daniel R. Fjelstad, WSBA # 18025 Attorneys for Plaintiff			
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